

ORDINANCE C-68-08

AN ORDINANCE TO APPROPRIATE \$15,500.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF LEGAL REPRESENTATION FOR THE TOWN CENTER DEVELOPMENT PROJECT AND TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH SCHOTTENSTEIN, ZOX & DUNN

WHEREAS, the City as been progressing with the development of the Town Center Area; and

WHEREAS, negotiations with the Developer and other planning issues continue to evolve; and

WHEREAS, such negotiations will require complex knowledge of applicable laws; related City legislation; and other necessary agreements; and

WHEREAS, this Special Counsel work has been identified as being outside the general contract with Schottenstein, Zox & Dunn.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated \$15,500.00 from the unappropriated monies of the General Fund into account 001-0012-7900-410 for the current expense of Legal Representation.

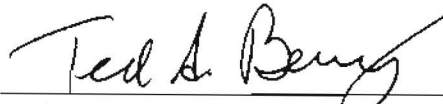
SECTION 2. The City Administrator is hereby authorized to enter into a Contract for legal services with Schottenstein, Zox & Dunn.

SECTION 3. This ordinance appropriates for current expenses and shall therefore go into immediate effect.


Passed: 07-21-08

Effective: 07-21-08

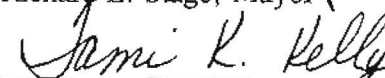
Attest:



Ted A. Berry, President of Council



Richard L. Stage, Mayor



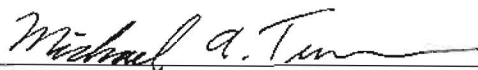
Tami K. Kelly, MMC, Clerk of Council



Stephen J. Smith, Director of Law

I Certify that this ordinance is correct as to form.

I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.



Michael A. Turner, Director of Finance



STEPHEN J. SMITH
TELEPHONE: 614-462-2248
FAX: 614-222-3497
EMAIL: SSMITH@SZD.COM

June 19, 2008

Sharon L. Reichard, City Administrator
City of Grove City
4035 Broadway
Grove City OH 43123

Re: City of Grove City, Ohio
Downtown Development Project C-68-08

Dear Sharon:

We thank you for the opportunity to advise the City of Grove City, Ohio (the "City") with respect to the proposed downtown development project (the "Project"). We understand that our firm is being retained as special counsel for work outside our general contract to advise the City on the Project, which representation will include negotiations with the Developer, our participation in conferences discussing issues arising with respect to the Project, review of applicable laws, review of related City legislation, and the preparation of legislation and other necessary agreements related to the Project (the "Representation").

Per my letter to you of April 18, 2008, our fees for the Representation will be \$275 per hour for partners and \$195 per hour for associates. I will be principally working on the project along with an associate to be designated. We would initially estimate the total legal fees for the Representation to be approximately \$15,000, plus out-of-pocket expenses (which we estimate would not exceed \$500). However, as we have discussed, projects such as this are complicated and often require more time than originally anticipated. If during the course of the Representation it appears that our actual legal fees or expenses will exceed these amounts, we will promptly contact you with a revised estimate of the total legal fees and expenses required to complete the Project. Finally, we will be submitting monthly invoices for this Project. Please note that invoices for our services are payable within thirty days of the date of our invoice.

Either of us may terminate the Representation at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event our Representation is terminated, we will take appropriate steps to protect your interests in the matters we are handling for you at the time and, if you request, we will suggest possible successor counsel and provide your chosen counsel with whatever documents you have provided to us. Following termination, any nonpublic information you have supplied to, and has been retained by, us will be kept confidential in accordance with applicable rules of professional conduct.

(H1235901 \ 1)

Sharon Reichard, City Administrator
June 19, 2008
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Throughout the performance of the duties we undertake pursuant to this letter, we will strive to perform those duties in the most efficient and economical manner, consistent with our performing those duties fully, thoroughly, and responsibly.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this letter signed by you, retaining an original for your files.

We look forward to working with you towards a successful completion of the Project.

SCHOTTENSTEIN ZOX & DUNN CO., LPA

By: 
Stephen J. Smith, Partner

copy: Richard L. Stage, Mayor

ACCEPTED AND APPROVED:

CITY OF GROVE CITY, OHIO

Sharon L. Reichard, City Administrator

Date: _____, 2008

Columbus

Cleveland

Cincinnati

Raleigh

{H1235901.3}

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